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Suzanne Henderson



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED BY SIMPLIFILE Buccieri, Eugene et ux Nadine

Зу:______

CHK 00419

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BEGAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode: 12400

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this 15 day of January 20by and between Eugene Buccieri and wife, Nadine Buccieri, whose address is 9245 Petit Ave Northridge, CA 91343, as Lessor, and HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, 13465 Midway Road, Suite 400, Dallas, Texas 75244, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

land, hereinafter called leased premises:

See attached Exhibit "A" for Land Description

in the County of Tarrant. State of TEXAS, containing 0.180 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees the execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of [5] five years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

1. This losse, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of (§) five years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be 20.00% of such production, to be delivered at Lessee's open for the lessed of the saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's sopriator facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field, then in the nearest field in which there is such a prevailing price for production of similar grades and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be 20.00% of the proceeds realized by Lessee from the sale thereof, and of wallow the same facility of the proceeds realized by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same facility of in the real or such prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any three threaters on or more wells on the lessed premises or lands pooled therewith are capable of either producing not or gas or other substances covered hereby in paying quartities or such wells are which in organity and prevailing the purchase c

to (a) develop the leased premises' as to formations then capable of producing in paying quantities on the leased premises or laridst-pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall/be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or Interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or inderests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 640 acrees plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion shall not exceed 640 acrees plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well and "gas well and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet or more per barrel, based on 24-hour production the test employed properties of the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises.

8. The Interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until Bot days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferred to setting shall not affect the rights of

separately in proportion to the interest which each owns. It Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved or an obligations trereamer arising with respect to the transferred interest, and failure of the transferree to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferse in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest reliable thereunder. in accordance with the net acreage interest retained hereunder



10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery. Leases shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electife and telephone lines, power stations, and other facilities deemed necessary by Leases to discover, produce, store, treat analyte through the production. Lessee may use in such operations, free of cost, any class, water and/or other substances produced on the leased premises except water from Lesser's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the encillary rights granted herein shall apply (a) to the entire leased premises described in Peraggraph 1 above, notwithstanding any partial release or other partial entire through the produced of the leased premises or lands pooled therewith. When requested by Lesses in writing, Lessees shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn mow on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and marketals, including restrictions on the drilling and production of where lands during the term of this lease, organization of contex, or by inability to obtain an essistance or any covernmental authority having jurisdiction including restrictions on the dril

there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

operations

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to after the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Leasor.

LESSOR (WHETHER ONE OR MORE)			_		,
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Page 2 of 3

Prod 68 (4-89) — PU 640 Acres Pooling NSU w/o Option (10/29)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California County of Los Angeles On Jan 14, 2609 before me, Rayo personally appeared Eugene Do	Here Indert Name and Title of the Office. How Name(s) of Signer(s)
RAJAN ROY Commission # 1815776 Notary Public - California Los Angeles County My Comm. Expires Oct 3, 2012	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
Place Notary Seal Above	Signature Signature of Notary Public
Though the information below is not required by law, it is	ONAL ————————————————————————————————————
Description of Attached Document	
Title or Type of Document: Paid - up of	oil and gas lease
Document Date:	Number of Pages;
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	*1 -1
Signer's Name:	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)			
County of Los ANGELES	}			
On <u>Јан - 15 - 2009</u> before me, <u>RA</u>	TAN ROY HOTARY PUBLIC,			
On JAH-15-2007 before me, RATHER ROY HOTARY PUBLIC Here Insert Name and Title of the Officer personally appeared NADINE ANN SUCCIER! Name(s) of Signer(s)				
RAJAN ROY Commission # 1815776 Notary Public - California Los Angeles County My Comm. Expires Oct 3, 2012	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
	WITNESS my hand and official seal.			
	Signature			
Place Notary Seal Above	Signature of Notary Public			
Though the information below is not required by law,	it may prove valuable to persons relying on the document reattachment of this form to another document.			
Description of Attached Document				
Title or Type of Document: AND UP OIL A	NA GAS LEASE			
Document Date:	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s)				
Signer's Name:	☐ Attorney in Fact ☐ OF SIGNER			

Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the 15 day of Tanvary 209 . 2008, by and between, HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, as Lessee, and Eugene Buccieri and wife, Nadine Buccieri as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.180 acre(s) of land, more or less, situated in the W.J. Ferrell Survey, Abstract No. 515, and being Lot 8, Block 7, Berkeley Square, Phase Two, an Addition to the City of Arlington, Tarrant County, Texas according to the Plat thereof recorded in Cabinet A, Slide 7324 of the Plat Records of Tarrant County, Texas, and being further described in that certain Special Warranty Deed Vendor's Lien, between ALPHONSO JACKSON, Secretary of Housing and Urban Development, of Washington, D.C., and Eugene Buccieri and Nadine Buccieri, recorded on 04/17/2007 as Instrument No. D207131275 of the Official Records of Tarrant County, Texas.

ID: , 2452-7-8

After Recording Return to: HARDING COMPANY 13465 MIDWAY ROAD, STE. 400 DALLAS, TEXAS 75244 PHONE (214) 361-4292 FAX (214) 750-7351